

REMARKS/ARGUMENTS

Claims 1-40 are pending in the present application. Claims 41-43 have been cancelled without prejudice or disclaimer of the subject matter therein. By the present amendment, claims 1, 5-7, 11, 17, 20-22, 25, 29, 32, 33, 37 and 38 have been amended. No new matter has been entered.

Applicant respectfully requests reconsideration of the subject application in light of the remarks below. This is submitted in response to the Office Action dated July 22, 2010.

I. STATUS OF THE CLAIMS

In the Office Action, claims 1, 17 and 29 were rejected under 35 U.S.C. § 112, second paragraph (hereinafter, “Section 112, Par. 2”) as being indefinite. The Examiner cannot determine the metes and bounds of the claim because the claims begin with a status choice of one of used, assigned, and inactive. The claim later specifies the status will change under a certain condition. However, under certain condition, the status appears to remain unchanged. Clarification is required.

Claims 5-7, 11, 20-22, 25, 32, 33, 37 and 38 were rejected under Section 112, Par. 2 as being indefinite for being written in the alternative using an “or” statement. For purposes of this examination, the Examiner will assume that the claim is a properly written Markush-type limitation:...*one of the group consisting of [A, B, and C]*.

Claims 1-40 were rejected under 35 U.S.C. § 103(a) (hereinafter, “Section 103(a)”) as being unpatentable over Kumar (U.S. Pub. US 2005/0065876, hereinafter, “Kumar”), in view of Dunn et al. (U.S. Pub. 2007/0021975, hereinafter, “Dunn”), and further in view of Bayne (US Pub. No. 2005/0113073 A1, hereinafter “Bayne”)

Applicant respectfully traverses all rejections and requests reconsideration for all of the pending claims for at least the reasons discussed below.

A. REJECTION OF CLAIMS UNDER SECTION 112, PAR. 2

Claims 1, 17 and 29 recites that each account has a status of one of the following “*unused, assigned and inactive*”. This means that each account will have a status of unused, assigned or inactive. It is respectfully noted that contrary to Examiner’s contention on page 4, point 12 of the Action, one of the statuses identified is NOT “used” but rather “unused”. Therefore, it is not understood why there may be confusion since the claims do not recite the option of “used” being a status. An account is designated as “unused” when not “assigned” or when not “inactive”. An account is designated as “assigned” from an “unused” state “upon receipt of a communications message from a payer”. An account after being designated as “assigned” is designated as “inactive” “when the party redeems the payment such that it reaches zero”. The “inactive” account is then changed to being “unused” after “elapse of a predetermined period of time”. Therefore, there appears to be clarity of all three forms of status and when the account is to be designated as such status.

In the interests of clarifying any indefiniteness, claims 1 and 17 have further been amended to make clear that the particular allocated account that was assigned will change from “assigned to inactive” when the party redeems the payment such that it reaches zero. Therefore, claims 1 and 17 are amended with “of the allocated account is changed from assigned to inactive” and “of the allocated account from assigned to inactive” respectively. Claim 29 appears to be already be clear and definite that the “assigned account” is changed to “inactive”. If there should be any indefiniteness in the claims, the Applicant respectfully requests Examiner to identify what is specifically indefinite.

Claims 5-7, 11, 20-22, 25, 32, 33, 37 and 38 were rejected under Section 112, Par. 2 for being indefinite. Amended claims 5-7, 11, 20-22, 25, 32, 33, 37 and 38 have all been amended to properly recite Markush-type limitations.

Accordingly, as the claims have been amended to correct their deficiencies, Applicant respectfully requests withdrawal of the rejection of claims 1, 5-7, 11, 17, 20-22, 25, 29, 32, 33, 37 and 38 under Section 112, Par. 2.

B. REJECTION OF CLAIMS UNDER SECTION 103(a), KUMAR, DUNN & BAYNE

Claims 1-40 were rejected under Section 103(a) as being unpatentable over Kumar in view of Dunn and further in view of Bayne. Claims 1, 17 and 29 are the independent claims upon which all remaining claims depend directly or indirectly upon. Applicant respectfully traverses Examiner's rejections and submits that these claims are allowable over the applied references for at least the following reasons.

Applicant respectfully submits that a *prima facie* case of obviousness has not been presented since not all three criteria have been satisfied for a showing of obviousness. In the least, the prior art references fail to teach or suggest all of the claimed limitations.

With regard to claims 1, 17, 29, the claims have been amended to clarify embodiments in order to overcome the Section 112 rejections. The claims have further been clarified to recite that each of the plurality of accounts established by the payments facilitator is "reusable", meaning they are reused for "allocation to another party" once the status of an inactive account is changed to unused. This condition makes the same account "reusable" for allocation/assignment to another party. The account is not deleted or terminated from the system but rather allowed to be allocated again, "reusable", for "*another party*". Support for the claim amendments are found in pars. [0048] and [0069] of the Application publication.

“By having this pool of unused, inactive and assigned accounts 20 the payments facilitator 14 can reuse accounts as needed. (Specification, par. 0069).

The plurality of accounts each have a given status which is one of the following: “unused, assigned and inactive”, “each account being *reusable*” and “when the party redeems the payment *such that it reaches zero*, the account status is changed to *inactive* by the payments facilitator...” “...allowing the account for allocation to another party” (emphasis added).

Contrary to the Action, Kumar, Dunn et al. and Bayne fail to teach each and every claim limitation as provided in these claims. Applicant respectfully notes, that contrary to Examiner’s contention, Kumar does not disclose “the payments facilitator allocates one of the unused accounts to the party, changes its status to assigned,” and neither does Kumar show that “when the party redeems the payment such that it reaches zero, the account status is changed to inactive by the payments facilitator, and subsequently after elapse of a predetermined period of time, the account status is changed to unused by the payments facilitator.”

Examiner cites to paragraph 0059 of Kumar for showing the required limitations, however in careful review, it is not shown where there is a showing of an allocation of “one of the unused accounts”, that there is a required “changes its status to assigned”, when the “party redeems the payment that it reaches zero, the account status is changed to inactive” and “after elapse of a predetermined period of time, the account status changed to unused” in Kumar. At most there is discussed an “airbank a/c server creates an a/c similar to a bank a/c which is temporary in nature”...”the said a/c **deletes** itself at the moment when either the creditor or debtor withdraw funds from the a/c”... “the whole amount of money has to be

debited at once, thus the **deletion** of a a/c takes place automatically with the withdrawal.” (emphasis added).

However, it is not shown that “unused accounts” which are “reusable” are being allocated and “changes its status to assigned”. Kumar only discusses creating a temporary a/c. In addition, no where does Kumar provide for redeeming “the payment such that it reaches zero, the *account status* is changed to *inactive*”. In fact Kumar teaches away from such limitation by emphasizing that “the whole amount of money has to be debited at once”, (par. 0059) therefore, there is no teaching of the claimed limitation of redeeming the payment “such that it reaches zero”. Further Kumar describes “deletion of the a/c takes place automatically with the withdrawal”. This in no manner teaches that an “account status is changed to inactive” since to change an account status to “inactive” surely means the account still exists, not deleted. In addition, the account status is further “after elapse of a predetermined period of time” changed to “unused” and further the account allowed for “allocation to another party”. These limitations are no where taught by Kumar.

Examiner further refers to Dunn et al. par. 0123 as teaching the missing limitations of “each account of said plurality of accounts having a status selected from the group consisting of unused, assigned, or inactive”. However in review of Dunn et al. pars. 0123-0128, although there are three choices, these choices are “active, suspended, and deleted”, which still do not provide for the required status of the specific accounts status established by the payments facilitator. Even if one were to equate “active” to “assigned”, the claimed status of accounts and limitations surrounding the circumstances of changing the status of the account to “inactive” or “unused” are in no manner taught or suggested by Dunn et al. The account “deleted” in Dunn et al. is in direct contrast to a “reusable” account to be allocated “to another party”, and teaches away from the “reusable” limitation of Applicant’s claims. The

accounts are all reusable as needed and therefore, deleting an account provides no teaching, motivation or suggestion of “reusable” accounts as claimed. Applicant’s claimed “inactive” account is not to be defined in any form as “deleted” which is inappropriately being read into the claim language. Accordingly, neither does Dunn et al. provide for any of the deficiencies of Kumar as discussed above.

Bayne is referred to for the first time as teaching “accounts reaching a zero balance and their status being changed to inactive”. However, the claims recite a plurality of “reusable” accounts that are designated unused, assigned or inactive, and that upon an account status being changed from “inactive” to “unused”, that account is reusable for “allocation to another party”. Bayne on the other hand is concerned with “a need for a system to allow a prepaid mobile phone user to have continued access to their voice mailbox after the exhaustion of prepaid credits.” (Bayne, par. [0004]). Therefore, Bayne only teaches the mobile phone device becomes inactive, which fails to teach the status of the *account is changed to inactive* as claimed, “and subsequently after elapse of a predetermined period of time, the account status is changed to *unused* by the payments facilitator and allowing the account for allocation to another party”. Bayne further teaches that there is opportunity to add credits to the subscriber’s account when the account is exhausted so that the mobile phone number may once again be active.(Bayne, pars. [0008] and [0010]). Accordingly, 1) Bayne does not disclose that the account is “inactive” but only that the “mobile phone” is inactive, since there is opportunity to still add credits to the subscriber’s account after the account is exhausted; and 2) Bayne does not disclose that “subsequently after elapse of a predetermined period of time, the account status is changed to unused by the payments facilitator and allowing the account for allocation to another party” by teaching the account can be essentially used by the same party when credits have been added again.

All the references teach of deletion or termination of accounts, the references fail to teach of the claimed pool of “reusable” accounts in that “when the party redeems the payment such that it reaches zero, the account status of the allocated account is changed from assigned to inactive” and further “subsequently after elapse of a predetermined period of time, the account status is changed to unused by the payments facilitator and allowing the account for allocation to another party”. Accordingly, the entirety of the claimed limitations of Applicant’s claims are not taught, disclosed or suggestion by the combination of the cited references as they fail to teach each and every claim limitation.

For at least the foregoing reasons, Applicant respectfully submits that amended claims 1, 17 and 29 are patentable over the combination of Kumar, Dunn et al. and Bayne. Since the dependent claims include all the limitations of their base claims, the respective dependent claims are believed patentable for at least the same reasons as their independent claims. Accordingly, Applicant respectfully requests withdrawal the rejection of the claims 1-40 under Section 103(a).

If, for any reason, the Examiner believes that the claims of this application are not yet in full condition for allowance, applicant respectfully requests the Examiner’s constructive assistance and suggestions pursuant to the spirit of MPEP § 2173.02 and § 707.07(j). The Examiner is authorized to make any needed minor corrections or changes.

II. CONCLUSION

The above-discussed remarks are believed to place the present Application in condition for allowance. Should the Examiner have any questions regarding the above

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amendments, the Examiner is requested to telephone Applicant's representative at the number listed below.

Respectfully submitted,

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